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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**

8 Forefront Dermatology S.C.,

No. CV-22-01895-PHX-SPL

9 Plaintiff,

ORDER

10 vs.

11 Shelly Crossman, et al.,

12 Defendants.
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15 Before the Court is Plaintiff Forefront Dermatology S.C.’s (“Forefront” or
16 “Plaintiff”) Motion for Temporary Restraining Order and Preliminary Injunction (Doc. 6).
17 On November 8, 2022, the Court granted the Motion to the extent it sought a TRO but
18 withheld ruling on its request for a preliminary injunction. (Doc. 10). The parties were
19 ordered to fully brief the Motion, and a Preliminary Injunction/Evidentiary Hearing was
20 held before the Court on November 18, 2022. Having now considered the parties’ briefing,
21 the arguments and evidence presented at the Hearing, and the entire record in this matter,
22 the Court issues this Order denying Plaintiff’s request for a preliminary injunction.

23 **I. BACKGROUND**

24 In June 2018, Defendant Shelly Crossman began working as a nurse practitioner for
25 Arizona Dermatology Group (“ADG”), which owned and operated several dermatology
26 clinics in the Prescott, Arizona area. (Doc. 1 at 2–3). Ms. Crossman specialized in
27 detecting, treating, and managing dermatological conditions, including skin cancer. (*Id.* at
28 15). In December 2021, Forefront, a national dermatology practice, acquired ADG and all

1 its assets. (*Id.* at 6). Forefront and Ms. Crossman entered into an Employment Agreement
2 (the “Agreement”). (*Id.* at 10). Under the Agreement, Ms. Crossman agreed to work for
3 three years at the “Forefront Clinic,” located at 830 Ainsworth Drive in Prescott, Arizona.
4 (*Id.* at 6, 10). The Agreement included a non-compete provision, prohibiting Ms.
5 Crossman—upon termination of her employment—from providing certain services within
6 a defined geographic area for a defined duration. (*Id.* at 11–12). After becoming employed
7 by Forefront, Ms. Crossman continued providing the same services she provided for ADG.
8 (*Id.* at 15). She “set her own patient schedule, routinely saw patients and administered
9 treatments and procedures on her own, and was responsible for updating medical records
10 and coding each treatment or procedure for billing purposes.” (*Id.* at 16). She also “had
11 access to Forefront’s confidential and proprietary information, [including] Forefront’s
12 financial data, pricing information, arrangements with insurers and Medicare/Medicaid,
13 and patient lists and medical information.” (*Id.*).

14 In May 2022, Ms. Crossman, Defendant Burt Faibisoff, and an additional partner
15 formed Defendant Prescott Medical and Dermatology Group PLLC (“Prescott Medical”).
16 (*Id.* at 18). Prescott Medical became operational at some point between May and September
17 2022. (*Id.*). Prescott Medical is located at 804 Ainsworth Drive, which is approximately
18 0.2 miles from the Forefront Clinic. (*Id.*). Prescott Medical offers “most, if not all, of the
19 same” dermatological services as Forefront. (*Id.* at 19). On August 4, 2022, Ms. Crossman
20 informed Forefront that she would be resigning. (*Id.* at 16). Her final day at Forefront was
21 September 30, 2022. (*Id.* at 17). Ms. Crossman began working as a nurse practitioner at
22 Prescott Medical on October 5, 2022. (*Id.*).

23 On November 4, 2022, Plaintiff filed the present action. (*See id.*, Complaint).
24 Plaintiff alleges that Defendant Crossman breached the Employment Agreement by
25 (i) resigning over two years prior to the expiration of the Agreement’s three-year term and
26 (ii) working at Prescott Medical in violation of the Agreement’s non-compete clause. (*Id.*
27 at 22–25). Plaintiff also alleges that she breached her fiduciary duties to Forefront by
28 forming Prescott Medical while under employment with Forefront and by not disclosing

1 her interest in the competing business. (*Id.* at 25–26). The Complaint also alleges separate-
 2 but-related claims against Defendants Faibisoff and Prescott Medical. (*Id.* at 26–29).

3 On November 7, 2022, Plaintiff moved for a TRO and preliminary injunction,
 4 seeking to stop Defendant Crossman from continuing to breach her non-compete
 5 agreement with Forefront by enjoining her “from using Forefront’s goodwill, confidential
 6 patient information, and financial data to unlawfully compete with the Forefront Practice.”
 7 (Doc. 6 at 3). On November 8, 2022, this Court granted Plaintiff’s request for a TRO and
 8 temporarily enjoined Defendant Crossman from performing medical services—of the type
 9 she provided at ADG and Forefront—at Prescott Medical or at any other location within a
 10 15-mile radius of Forefront’s practice locations in Prescott and Prescott Valley. (Doc. 10).
 11 On November 18, 2022, the parties appeared before the Court for a Preliminary
 12 Injunction/Evidentiary Hearing. (Doc. 32).

13 **II. LEGAL STANDARD**

14 A party seeking injunctive relief under Rule 65 of the Federal Rules of Civil
 15 Procedure must show that: (1) it is likely to succeed on the merits; (2) it is likely to suffer
 16 irreparable harm in the absence of injunctive relief; (3) the balance of equities tips in its
 17 favor; and (4) an injunction is in the public interest.¹ *Winter v. Nat. Res. Def. Council, Inc.*,
 18 555 U.S. 7, 20 (2008); *Pom Wonderful LLC v. Hubbard*, 775 F.3d 1118, 1124 (9th Cir.
 19 2014). “The basic function of a preliminary injunction is to preserve the status quo pending
 20 a determination of the action on the merits.” *Chalk v. U.S. Dist. Ct. Cent. Dist. of Cal.*, 840
 21 F.2d 701, 704 (9th Cir. 1988). A preliminary injunction “is an extraordinary and drastic
 22 remedy, one that should not be granted unless the movant, by a clear showing, carries the

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 24 ¹ The Ninth Circuit observes a “sliding scale” approach, in that these elements “are
 25 balanced, so that a stronger showing of one element may offset a weaker showing of
 26 another.” *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). Thus,
 27 by example, an injunction can issue where there are “‘serious questions going to the merits’
 28 and a balance of hardships that tips sharply towards the plaintiff . . . so long as the plaintiff
 also shows that there is a likelihood of irreparable injury and that the injunction is in the
 public interest.” *Id.* at 1135.

burden of persuasion.” *Mazurek v. Armstrong*, 520 U.S. 968, 972 (1997) (citation and internal quotations omitted). Generally, this means that “where the party seeking a preliminary injunction fails to satisfy *any one* of the *Winter* factors, the preliminary injunction must be denied.” *Video Gaming Techs., Inc. v. Bureau of Gambling Control*, 356 Fed. Appx. 89, 92 (9th Cir. 2009) (citing *Winter*, 555 U.S. at 22–23) (emphasis added).

III. DISCUSSION

The Court finds that Plaintiff failed to show that it is likely to suffer irreparable harm in the absence of an injunction, that the balance of equities tips in its favor, and that an injunction is in the public interest. Given this failure to make a sufficient showing on three of the four *Winter* factors, the Court will not address the other factor—that is, the Court will not address Plaintiff’s likelihood of success on the merits of its claims. *See Video Gaming*, 356 Fed. Appx. at 92, n.3 (citing *Winter*, 555 U.S. 31–33).

A. Irreparable Harm

To show irreparable harm, “[a] plaintiff must do more than merely allege imminent harm sufficient to establish standing; a plaintiff must *demonstrate* immediate threatened injury as a prerequisite to preliminary injunctive relief.” *Caribbean Marine Servs. Co., Inc. v. Baldrige*, 844 F.2d 668, 674 (9th Cir. 1988) (citing *L.A. Mem’l Coliseum Comm’n v. Nat’l Football League*, 634 F.2d 1197, 1201 (9th Cir. 1980)). “Speculative injury does not constitute irreparable injury sufficient to warrant granting a preliminary injunction.” *Id.* (citing *Goldie’s Bookstore, Inc. v. Super. Ct. of State of Cal.*, 739 F.2d 466, 472 (9th Cir. 1984)); *see also All. for the Wild Rockies*, 632 F.3d at 1131 (emphasis in original) (“Under *Winter*, plaintiffs must establish that irreparable harm is *likely*, not just possible, in order to obtain a preliminary injunction.”). A finding of irreparable harm also requires a finding that legal remedies, such as damages, are inadequate. *L.A. Mem’l Coliseum*, 634 F.2d at 1202 (citing *Sampson v. Murray*, 415 U.S. 61, 90 (1974)) (“The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm.”).

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1 Courts have found that the loss of customers, business reputation, and customer
2 goodwill *can* constitute irreparable harm. *See, e.g., Krueger Invs., LLC v. Cardinal Health*
3 *110, Inc.*, No. CV 12-618-PHX-JAT, 2012 WL 3028349, at *5 (D. Ariz. July 24, 2012)
4 (citations omitted) (“Courts can consider economic hardship, actual or threatened loss of
5 customers, business reputation, and goodwill in determining the presence and sufficiency
6 of irreparable harm.”); *Stuhlbarg Int’l Sales Co., Inc. v. John D. Brush & Co., Inc.*, 240
7 F.3d 832, 841 (9th Cir. 2001) (“Evidence of threatened loss of prospective customers or
8 goodwill certainly supports a finding of the possibility of irreparable harm.”). Courts
9 reason that, unlike purely economic injuries, these harms are often intangible and cannot
10 be easily valuated such that they could be adequately remedied with an award of monetary
11 damages or other legal remedy. *See Rent-A-Center, Inc. v. Canyon Television & Appliance*
12 *Rental, Inc.*, 944 F.2d 597, 603 (9th Cir. 1991).

13 Absent an injunction, Plaintiff asserts that it will suffer irreparable harm because
14 Defendant Crossman will use Forefront’s goodwill, patient relationships, and confidential
15 or proprietary information for her own advantage and in direct competition with Forefront.
16 (Doc. 6 at 7–8, 17–18). Plaintiff contends that this will harm its reputation and customer
17 goodwill in the community, cause Forefront to lose patients, and reduce revenue and
18 profits. (*Id.*). In response, Defendants contend that Defendant Crossman has never and will
19 never use Forefront’s confidential information, steal any of Forefront’s patients, or
20 otherwise use any benefits or knowledge obtained during her time at Forefront to compete
21 with Forefront. (Doc. 13 at 14–15). Defendants argue that Plaintiff relies only on vague
22 allegations of harm and fails to provide any specific facts or evidence demonstrating that
23 the alleged harm is anything more than speculative. (*Id.*). Moreover, to the extent Plaintiff
24 alleges that it will suffer harm to its revenue or profits, Defendants respond that such
25 injuries may be remedied by monetary damages and are thus not “irreparable.” (*Id.* at 15).

26 The Court agrees with Defendants that Plaintiff’s assertions of irreparable harm are
27 too speculative, and that Plaintiff has failed to point to evidence in the record showing an
28 actual or significant risk that irreparable harm will occur in the immediate future. Although

1 the Court does not require that Plaintiff present a quantum of evidence sufficient for
2 summary judgment, Plaintiff must still demonstrate at least some level of factual support
3 demonstrating that Forefront is facing an imminent loss of patients, reputation, or goodwill
4 *unless* Defendant Crossman is enjoined from continuing her work with Prescott Medical.
5 Plaintiff failed to do this.

6 First, Plaintiff failed to establish that Defendant Crossman is actively soliciting
7 Forefront patients or that she intends to steal Forefront patients in the future. At the
8 Hearing, Defendant Crossman testified that she has never solicited or otherwise
9 encouraged any Forefront patients to follow her to Prescott Medical or to otherwise receive
10 services at Prescott Medical. Likewise, Dean Stokes testified that he was never told by any
11 patient that Defendant Crossman had referred them to Prescott Medical and that Prescott
12 Medical has never solicited Forefront patients. For its part, Plaintiff did not present any
13 witnesses or other evidence indicating that such solicitation of patients occurred or will
14 occur in the future. In its Complaint, Plaintiff alleges that it is “informed and believes that
15 during her employment at Forefront, [Defendant] Crossman was soliciting Forefront’s
16 patients and employees on behalf of Prescott [Medical].” (Doc. 1 at 22). Even taking this
17 factual allegation as true, it still fails to demonstrate a substantial risk that Defendant
18 Crossman has continued such solicitation or that she will do so in the immediate future.
19 Such past conduct only evidences conduct by Defendant Crossman that has already
20 occurred. Injunctive relief would not remedy such conduct; rather, such conduct is more
21 easily quantifiable and could be remedied through damages. Although it may not be
22 surprising that Defendant Crossman and her colleague deny soliciting or stealing Forefront
23 patients, it is Plaintiff’s burden to prove irreparable harm and Plaintiff has simply failed to
24 offer any evidence to contradict or undermine their testimony.

25 This is not to say that there is *no* risk of patients leaving Forefront and going to
26 Prescott Medical. Indeed, the two clinics are just 0.2 miles apart and the parties do not
27 dispute that several patients have already moved or requested that their records be
28 transferred to Prescott Medical. The problem with this evidence—for Plaintiff’s sake—is

1 that there is nothing in the record to indicate that they moved because of solicitation or
2 encouragement *from Defendant Crossman*. Plaintiff only seeks to enjoin Defendant
3 Crossman from practicing at Prescott Medical. Thus, even if this Court were to enjoin
4 Defendant Crossman from practicing at Prescott Medical, there is no reason to believe that
5 patients would choose to stay at Forefront as a result. After all, patients are free to seek
6 medical services from wherever they choose. It is also worth noting that Forefront has
7 apparently *referred* numerous patients to Prescott Medical. Not only does this undermine
8 Plaintiff's assertion that it will be harmed by the loss of patients, it also makes it even more
9 difficult to see how enjoining Defendant Crossman would do anything to remedy the
10 alleged harm of losing patients.

11 Plaintiff's alleged harm with respect to stolen confidential or proprietary
12 information fails to meet the irreparable harm standard for the same reasons. Again,
13 Plaintiff has not presented any evidence that Plaintiff stole any sensitive information from
14 Forefront or that she intends to use such information to Forefront's detriment. Rather,
15 Plaintiff merely lists the various types of confidential or proprietary information that
16 Defendant Crossman had access to (such as patient records, billing practices, referring
17 sources, and payor arrangements) and asserts, without any evidence, that Defendant
18 Crossman chose to stay at Forefront for five additional months—after forming Prescott
19 Medical in May 2022—“to leverage her status at Forefront to benefit Prescott [Medical].”
20 (Doc. 6 at 7). Thus, the best Plaintiff does is allege facts indicating that Defendant
21 Crossman had the *opportunity* to steal sensitive information—given her prominent position
22 and responsibilities at Forefront—and that Defendant Crossman may have had a *motive* to
23 do so—given that she continued working for Forefront for five months after Prescott
24 Medical was established. Such facts may indicate a *possibility* of harm, but they do not
25 give rise to a *likelihood* of immediate, irreparable harm. *See All. for the Wild Rockies*, 632
26 F.3d at 1131 (emphasis in original) (“Under *Winter*, plaintiffs must establish that
27 irreparable harm is *likely*, not just possible, in order to obtain a preliminary injunction.”).
28 As with the allegations of impermissible patient solicitation, Defendant Crossman and

1 Stokes testified that Defendant Crossman never took any confidential information from
2 Forefront and, again, Plaintiff has not provided any evidence that would indicate otherwise.

3 Finally, Plaintiff's assertion that it will lose revenue and profits because of
4 Defendant Crossman's conduct, (*see* Doc. 6 at 8), also fails to meet the irreparable harm
5 standard. Not only is there no evidence to substantiate the allegation, the loss of revenue
6 and profits is an injury better remedied by money damages and is not considered
7 "irreparable" for purposes of obtaining a preliminary injunction. *See L.A. Mem'l Coliseum*,
8 634 F.2d at 1202 (noting that monetary injury, such as lost revenues, "is not normally
9 considered irreparable").

10 In sum, Plaintiff has failed to demonstrate a likelihood of irreparable harm in the
11 event Defendant Crossman is not enjoined. Plaintiff's irreparable harm argument is too
12 speculative, as it relies only on Plaintiff's assertions that Defendant Crossman had the
13 opportunity and motive to solicit patients from Forefront, leverage Forefront's goodwill,
14 and steal Forefront's confidential information. At best, Plaintiff has demonstrated a
15 *possibility* of irreparable harm. This falls short of what is required from Plaintiff.

16 **B. Balance of Equities/Hardships**

17 As to the third required element for a preliminary injunction, the Court finds that
18 the balance of hardships tips in Defendants' favor. When analyzing this element, courts
19 "must balance the competing claims of injury and must consider the effect on each party
20 of the granting or withholding of the requested relief." *Winter*, 555 U.S. at 24; *see also Int'l*
21 *Jensen, Inc. v. Metrosound U.S.A., Inc.*, 4 F.3d 819, 827 (9th Cir. 1993) ("In evaluating the
22 balance of hardships a court must consider the impact granting or denying a motion for
23 [an] injunction will have on the respective enterprises."). "In assessing whether a party has
24 met this burden, the district court has a 'duty . . . to balance the interests of all parties and
25 weigh the damage to each.'" *Video Gaming*, 356 Fed. Appx. at 93 (quoting *L.A. Mem'l*
26 *Coliseum*, 634 F.2d at 1203).

27 Here, even if the Court were to enjoin Defendant Crossman from providing
28 dermatological services within *five* miles of Forefront's locations—as opposed to the

1 fifteen-mile geographic restriction requested by Plaintiff—she would still be precluded
2 from making a living virtually anywhere in the Prescott area. (*See* Doc. 20 at 93 (showing
3 that five-mile geographic restriction still covers nearly all of Prescott and Prescott Valley)).
4 Plaintiff argues that Defendant Crossman would “suffer little to no harm” because she
5 could still perform *other* types of medical services at any location she prefers. (Doc. 6 at
6 15). While Plaintiff is correct that the injunction would not limit Defendant Crossman with
7 respect to providing most non-dermatological services, the solution only raises other,
8 different types of hardships. In nearly a decade of being a nurse practitioner, Defendant
9 Crossman has worked exclusively in the dermatological field. Though she worked in a
10 hospital as a registered nurse from 2003 to 2013, she he has no relevant experience with
11 providing any other type of service since she became a nurse practitioner in 2013. Although
12 Plaintiff makes it sound easy, the Court is not persuaded that Defendant Crossman could
13 simply shift to providing entirely different medical services overnight or that doing so
14 would not be accompanied by its own unique hardships.

15 Plaintiff also suggests that Defendant Crossman could simply commute to areas
16 *outside* of the restrictive covenant’s geographic scope and perform dermatological services
17 there. (*Id.*). Indeed, Plaintiff is correct that the injunction would not limit Defendant
18 Crossman from performing restricted services *outside* of the Prescott and Prescott Valley
19 areas. Again, however, this suggestion does not resolve all hardships facing her. Defendant
20 Crossman would first be tasked with *finding* a job outside of Prescott and Prescott Valley.
21 Given the largely rural nature of the region, this may be more difficult than Plaintiff makes
22 it seem. Moreover, even if she was able to find work in another community, the fact
23 remains that she would be faced with all the hardships that accompany a new job at a new
24 location. She would no longer be able to work with Stokes or Defendant Faibisoff—two
25 colleagues with whom she has developed a good working relationship. She would have to
26 commute long distances to get to work. She would have to develop relationships with other
27 physicians and medical assistants, learn the day-to-day intricacies of an entirely new
28 medical clinic or facility, and start from scratch with an entirely new group of patients. The

1 Court does not find these hardships to be insurmountable, but it does note that they exist
2 and cannot be overlooked.

3 On the other hand, Plaintiff has not shown that they will face comparable hardships
4 if an injunction is not issued. For starters, Forefront is a large, multi-state medical provider
5 with numerous locations around the country. Forefront is therefore better positioned to
6 overcome any hardships resulting from the conduct of a single employee than would be a
7 local or individually owned medical provider. Moreover, and as discussed above, the
8 alleged harms to Plaintiff are speculative. Plaintiff has not demonstrated any evidence to
9 suggest that Defendant Crossman will steal Forefront's patients, leverage Forefront's
10 goodwill, or impermissibly use Forefront's confidential information. More importantly, the
11 proposed injunction is only aimed at enjoining Defendant Crossman's conduct. Even if it
12 were issued, Prescott Medical would presumably continue operations as usual—that is,
13 Prescott Medical would continue offering the same dermatological services to the same
14 population of Prescott and Prescott Valley residents from a clinic located just 0.2 miles
15 from Forefront. Thus, the injunction would do nothing to stave off the competition that
16 Prescott Medical presents to Forefront or otherwise prevent patients from leaving Forefront
17 in favor of Prescott Medical.

18 This is not to say that Plaintiff will suffer no harm whatsoever in the absence of
19 injunctive relief. Plaintiff has demonstrated that there is at least a *possibility* that Defendant
20 Crossman could steal patients, leverage Forefront's goodwill, and impermissibly use
21 confidential information she obtained at Forefront. An injunction barring her from
22 practicing dermatological services at Prescott Medical or at any other location within some
23 distance of Forefront would reduce that possibility to some extent. In the end, however, the
24 "balance of equities" requirement asks the Court to weigh the parties' respective hardships,
25 and, in this case, the Court finds that the balance weighs in favor of Defendants.

26 **C. Public Interest**

27 Finally, the Court finds that the public interest requirement weighs against a
28 preliminary injunction. "In exercising their sound discretion, courts of equity should pay

1 particular regard for the public consequences in employing the extraordinary remedy of an
 2 injunction.” *Pure Wafer Inc. v. City of Prescott*, 275 F. Supp. 3d 1173, 1179 (D. Ariz.
 3 2017) (citing *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 312 (1982)). “The public
 4 interest analysis for the issuance of a[n] injunction requires [the court] to consider whether
 5 there exists some critical public interest that would be injured by the grant of [injunctive]
 6 relief.” *Id.* (citation omitted). “The public interest inquiry primarily addresses impact on
 7 non-parties rather than parties.” *Sammartano v. First Jud. Dist. Ct.*, 303 F.3d 959, 974 (9th
 8 Cir. 2002).

9 Under Arizona law, restrictive covenants are generally disfavored and “strictly
 10 construed against the employer.” *Valley Med. Specialists v. Farber*, 194 Ariz. 363, 367
 11 (1999). “This disfavor is *particularly* strong concerning such covenants among physicians
 12 because the practice of medicine affects the public to a much greater extent.” *Id.* (emphasis
 13 added); *see also Phx. Orthopaedic Surgeons, Ltd. v. Peairs*, 164 Ariz. 54, 60 (Ct. App.
 14 1989) (“We agree that employment covenants restricting physicians in the practice of
 15 medicine involve public policy implications and should therefore be closely scrutinized.”).
 16 This disfavor is rooted in the idea that the public has an interest in minimizing restrictions
 17 to medical care and that patients should be free to access the provider of their choosing. In
 18 this case, an injunction would undermine this policy interest because it would impede
 19 Defendant Crossman’s ability to provide medical services in the Prescott and Prescott
 20 Valley communities and thereby preclude her patients from accessing her services.

21 That said, Plaintiff argues that *other* public interests would be served by an
 22 injunction in this case. Namely, Plaintiff argues that an injunction would align with the
 23 public’s interest in “protecting a company’s right to proprietary information, business
 24 operations, and contractual rights.” (Doc. 6 at 16). To be sure, this Court and others
 25 recognize these as valid public interests. *See, e.g., Compass Bank v. Hartley*, 430 F. Supp.
 26 2d 973, 983 (D. Ariz. 2006) (citation omitted) (“Courts have held that the public interest is
 27 served by protecting a company's right to proprietary information, business operations, and
 28 contractual rights.”). That said, the Court finds that these interests would not be

1 significantly advanced by an injunction in this case because there is minimal evidence that
2 Defendant Crossman plans to steal Forefront’s customers or to use Forefront’s confidential
3 information. *See Pure Wafer*, 275 F. Supp. 3d at 1179 (citation omitted) (“With regard to
4 the likely public interest consequences of the injunction, ‘such consequences must not be
5 too remote, insubstantial, or speculative and must be supported by evidence.’”). To the
6 extent that Defendant Crossman has *already* harmed Plaintiff’s contractual rights—for
7 example, by resigning from her Employment Agreement over two years before it was set
8 to expire or by forming and moving to a competing business just 0.2 miles away—the
9 Court notes that this case is only just beginning. With today’s Order, the Court is merely
10 denying Plaintiff’s request for injunctive relief—a form of relief that is notoriously
11 “extraordinary and drastic” and one that should only be granted when absolutely necessary.
12 *See Mazurek*, 520 U.S. at 972. Plaintiff’s claims against Defendants—including its breach
13 of contract claims against Defendant Crossman—remain largely un-litigated. With the aid
14 of discovery, Plaintiff may uncover more evidence to support those claims, and, in the end,
15 Plaintiff may obtain damages or some other relief to remedy the harms it suffered because
16 of Defendants’ conduct. In other words, the public’s interests in protecting a party’s
17 business and contractual rights are not being overlooked, for the protection of those
18 interests is at the basis of Plaintiff’s claims. For purposes of issuing a preliminary
19 injunction, however, the public interest requirement weighs in Defendants’ favor.

20 **IV. CONCLUSION**

21 In sum, the Court finds that Plaintiff failed to satisfy the irreparable harm, balance
22 of equities, and public interest prongs of the *Winter* test. Thus, Plaintiff’s request for a
23 preliminary injunction must be denied.

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IT IS ORDERED that Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction (Doc. 6)—which was granted to the extent Plaintiff sought a temporary restraining order—is now **denied** to the extent Plaintiff seeks the issuance of a preliminary injunction.


Honorable Steven P. Logan
United States District Judge